

**HONOLULU RAIL TRANSIT PROJECT
CONTRACT NO. SC-HRT-11H0013
AMENDMENT NO. 8**

THIS AMENDMENT NO. 8 is entered into and effective DEC 07 2012, 2012 (this "Amendment No. 1"), by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous agency of the City and County of Honolulu, State of Hawaii, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813, hereinafter referred to as "HART", and HDR ENGINEERING, INC., a Nebraska corporation, whose place of business and mailing address is 1132 Bishop Street, Suite 1003, Honolulu, Hawaii 96813, hereinafter referred to as the "CONSULTANT". HART and the CONSULTANT are hereinafter collectively referred to as the "PARTIES", and individually as "PARTY", all governed by the context in which such words are used.

WITNESSETH THAT:

WHEREAS, HART and the CONSULTANT entered into Agreement No. SC-HRT-11H0013 for Professional Services, dated January 12, 2011 (the "Agreement"), to provide architectural and engineering services for the design of three (3) transit stations of the Honolulu Rail Transit Project ("HRTTP") hereinafter referred to as the "PROJECT";

WHEREAS, on July 3, 2012 CONSULTANT, announced the acquisition of InfraConsult, LLC, ("INFRACONSULT");

WHEREAS, CONSULTANT is currently providing rail station design services for the Farrington Highway Station Group for the HRTTP under contract SC-HRT-11H0013;

WHEREAS, INFRACONSULT personnel are providing direct consulting services to HART for the Farrington Highway Station Group rail station design services contract;

WHEREAS, the changed legal relationship between CONSULTANT and INFRACONSULT has created the potential for an Organizational Conflict of Interest on the PROJECT;

WHEREAS, the PARTIES desire to amend the Agreement pursuant to the General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu (08/2000), Subsection 5.1 MODIFICATIONS OF CONTRACTS;

WHEREAS, the PARTIES desire to amend the Special Provisions to add Article X, entitled "Mitigation of Organizational Conflicts of Interest to the Special Provisions";

WHEREAS, the PARTIES desire to amend the Special Provisions to add Article XI, entitled "Limitation of Future Contracting";

WHEREAS, the PARTIES desire to amend the Special Provisions to modify Exhibit 3, CERTIFICATION REGARDING CONFLICT OF INTEREST; and

WHEREAS, the PARTIES desire to amend the Special Provisions to add Exhibit 9, Organizational Conflict of Interest Avoidance and Mitigation Plan;

NOW, THEREFORE, the PARTIES, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. The Special Provisions are hereby amended to include the following Article X:

"X. MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST.

(a) *Definition.* An organizational conflict of interest occurs where – because of other activities, financial interests, relationships, or contracts – a contractor is unable, or potentially unable, to render impartial assistance or advice to HART; the contractor's objectivity in performing the contract work is or might be impaired; or a contractor has an unfair competitive advantage. See Section 2.4.2.2.E of the Federal Transit Administration Best Practices Procurement Manual, 6 November 2001, p. 31.

(b) *Mitigation plan.* The HART-approved Organizational Conflict of Interest Avoidance and Mitigation Plan (Mitigation Plan) and its obligations, attached hereto as Exhibit 9, are hereby incorporated into the Agreement by reference.

(c) *Changes.* (1) Either the Consultant or HART may propose changes to the Mitigation Plan. Such changes are subject to the mutual agreement of the PARTIES and will become effective only upon written approval of the revised Mitigation Plan by the Chief Procurement Officer.

(2) The Consultant shall update the Mitigation Plan within thirty (30) days of any changes to the legal construct of its organization or any significant management or ownership changes to the Consultant.

(d) *Noncompliance.* (1) The Consultant shall report to the Chief Procurement Officer or designee any noncompliance with this "Mitigation of Organizational Conflicts of Interest" clause or with the Mitigation Plan, whether by its own personnel or those of HART or other Consultants.

(2) The report shall describe the noncompliance and the actions the Consultant has taken or proposes to take to mitigate and avoid repetition of the noncompliance.

(3) After conducting such further inquiries and discussions as may be necessary, the Chief Procurement Officer or designee and the Consultant shall agree on the appropriate corrective action, if any, or the Chief Procurement Officer shall direct corrective action, subject to the terms of this Agreement."

2. The Special Provisions are hereby amended to include the following Article XI:

"XI. LIMITATION OF FUTURE CONTRACTING.

Limitation. The Consultant and any of its affiliates shall be ineligible to perform any architectural and engineering services in support of the Honolulu Rail Transit Project as a Consultant or as a Subconsultant except for the architectural and engineering services for final design of stations in the Farrington Highway Station Group as set forth in this Agreement, and except for future program management services contracts for the Project."

3. Exhibit 3, CERTIFICATION REGARDING CONFLICT OF INTEREST, of the Special Provisions shall be deleted in its entirety and replaced with Modified Exhibit 3, CERTIFICATION REGARDING CONFLICT OF INTEREST, attached hereto;

4. Exhibit 9, ORGANIZATIONAL CONFLICT OF INTEREST AVOIDANCE AND MITIGATION PLAN dated 03 October 2012, attached hereto, shall be added to the Special Provisions;

5. In the event of any conflict or inconsistency between the provisions of this Amendment No. 8 and any provisions of the Agreement, the provisions of this Amendment No. 8 shall govern in all aspects.

6. All other terms and conditions of the Agreement, not inconsistent with the terms and conditions of this Amendment No. 8, shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this Amendment No. 8 to the Agreement, by their duly authorized officers or agents, effective as of the day and year first written above.


HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION


By: Daniel A. Grabauskas
Its: Executive Director and CEO

HDR ENGINEERING, INC.


By: Aaron Meilleur
Its: Vice President

APPROVED AS TO FORM AND
LEGALITY:

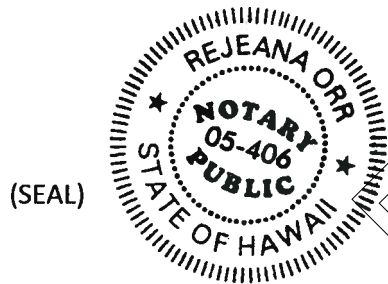

Deputy Corporation Counsel

STATE OF HAWAII)

CITY & COUNTY OF HONOLULU) ss:

On this 28th day of November, 2012, before me personally appeared, Aaron Meilleur, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal.



Rejeana Orr
REJEANA ORR, Notary Public, State of Hawaii
My Commission Expires: July 3, 2013

Not Dated at

Doc. Date: time of signature No. of Pages: 5

Notary Name: REJEANA ORR First Circuit

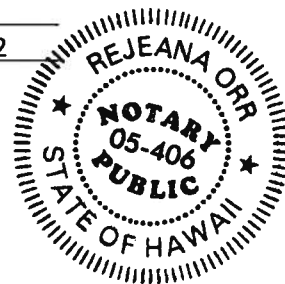
Doc. Description: Honolulu Rail Transit Project Contract

No. SC.HRT-11H0013 Amendment No. 8

(Stamp or Seal)

Rejeana Orr 11/28/2012
Notary Signature Date

REJEANA ORR
NOTARY CERTIFICATION



AMENDMENT NO. 8
Modified EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a Consultant (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the Consultant’s objectivity in performing the Work would or might be otherwise impaired.

On behalf of HDR Engineering, Inc., I certify that:
(Named Consultant)

(Check one)

☐ The Consultant does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

☒ The Consultant has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Consultant with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.

NOTE: See the Organizational Conflict of Interest Avoidance and Mitigation Plan dated October 3, 2012 for details.

William H. Wadsworth
(Signature of Authorized Official)

William H. Wadsworth, Executive Vice President
HDR Engineering, Inc.
Corporate Conflict of Interest Administrator
HDR, Inc. (covers all HDR Companies)

10/31/2012

(Date)